



**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

**PURCHASE ORDER**

**IMPORTANT**

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL INVOICES  
AND SHIPPING CONTAINERS.  
INVOICES ARE TO BE IN  
DUPLICATE

PAGE: 1  
P.O. NO.: 263893  
DATE: 05/11/2026  
C.O.NO.: 0  
C.O.DATE: 00/00/0000

TO: DROPBOX INC  
PO BOX 102345  
PASADENA, CA 911892345

SHIP TO/  
INVOICE TO:

IT DIVISION/CMO  
SANTA FE COUNTY  
240 GRANT AVE, 1ST FLOOR  
SANTA FE, NM 87501

<b>VENDOR NO.</b>	NOTES				
24263	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
<b>DELIVERY BY</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>		<b>TERMS</b>	
06/30/2026				NET 30	
<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUITIONED BY</b>	
EVERETT, BRIAN (AR)		VIGIL, VICTORIA		MDIAS	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		10101254125015		0000264643	05/07/2026
<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

1	9,347.40	EA	REQUESTED BY MICHELLE MASCARENAS-JACKSON	1.0000	9,347.40
			000 004		

To purchase the renewal of software licensing for

Dropbox.

Advanced Storage Cap User License

x30@\$288.00ea.= \$8,640.00

Tax on services

\$707.40

Term (6/4/2026 - 6/3/2027)

Total=\$9,347.40

Contract tracking # #2020-0236-IT



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<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

5/11/2026: Pursuant to SFC Agreement #2020-0236-IT

VV

TOTAL PURCHASE AMOUNT \$9,347.40

**NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE  
DIRECTOR OR THE COUNTY PURCHASING AGENT**

*John Peperas Procurement Specialist Senior*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE



**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

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<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUITIONED BY</b>	
EVERETT, BRIAN (AR)		VIGIL, VICTORIA		MDIAS	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		10101254125015		0000264643	05/07/2026
<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

## **County of Santa Fe Purchase Order for Services – General Terms and Conditions**

**Interpretation:** This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

**Acceptance:** Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

**Assignment:** None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

**Modification/Changes:** This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

**Audit:** The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

**Governing Law:** This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

**Compliance with Law and County Policies and Procedures:** The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

**Waiver:** The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

**Delivery:** Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

**Loss in Transit and Environmental Responsibility:** Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

**Dangerous and Hazardous Material:** Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

**Inspection:** Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

**Shipment:** Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

**Shipping:** Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

**Invoice:** Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

**Price:** County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

**Payment:** Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

**Discounts:** Cash discounts will be calculated from date of receipt of acceptable invoice.

**Warranties:** All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

**Insurance:** Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

**Confidentiality:** No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

**Patent/Copyright Infringement:** Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

**Force Majeure:** Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

**Termination/Cancellation:** County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.

## Santa Fe County Purchasing Process Request Form

<b>Date Submitted:</b>	05/04/2026	<b>Requesting User Agency:</b>	CMO/IT
<b>Name &amp; Phone of Contact Person:</b>	Michelle Mascarenas-Jackson 505-992-9892		
<b>Contract Tracking #/Buyer (Purchasing)</b>	2020-0236-IT Amendment 6	<b>BCC Approval?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate date	

**AGENCY REQUEST:** (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

The Information Technology Department is requesting 1-year renewal for 30 Dropbox Advanced Licenses at \$288 each for a total of \$8,640.00 excluding tax. Dropbox Advanced is a software that is used in various departments county wide to share small and large documents with Internal/external customers. Dropbox core features include unlimited storage, best-in-class sync technology, easy and secure sharing, etc. IT is requesting a small purchase waiver approval. Agreement No:2020:0236-IT

**Does this request require IT approval?**  Yes  No **If yes, is the approved work order attached?**  Yes  No

**PURCHASING STATUS:**

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund &amp; Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

Please provide account number(s) for this request:

**LEGAL FORM:** (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

**LEGAL APPROVAL:** (sign and date)

**FINANCE DIRECTOR APPROVAL:** (sign and date)

**COUNTY MANAGER APPROVAL:** (sign and date)

 Gregory S. Shaffer, County Manager 5/29/2026

**ATTACH NEEDED DOCUMENTS** (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

REQUISITION BY: MDIAS ✓

STATUS: REQ-APPROVAL LT \$10000  
 REASON: REQUESTED BY MICHELLE MASCARENAS-JACKSON

DATE: 5/07/26

SHIP TO LOCATION: IT DIVISION/CMO

SUGGESTED VENDOR: 24263 DROPBOX INC ✓

DELIVER BY DATE: 6/30/26

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	REQUESTED BY MICHELLE MASCARENAS-JACKSON To purchase the renewal of software licensing for Dropbox. Advanced Storage Cap User License x30@\$288.00ea.= \$8,640.00  Tax on services \$707.40  Term (6/4/2026 - 6/3/2027)  Total=\$9,347.40  Contract tracking # #2020-0236-IT COMMODITY: SUBCOMMOD: MISC	9347.40	EA	1.0000	9347.40	
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REQUISITION TOTAL: 9347.40

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order.  
 All signatures must be present & signed by the individual.  
 Void processing if the signatures are not signed by the individual.

*Michelle Mascarenas-Jackson*

**07/05/2026**

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Requested By Date

*[Signature]* **5/7/2026**

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Created By Date

*[Signature]* **07/05/2026**

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Director approval & verification that all signatures are accounted for & approved for processing.

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	10101254125015	SERVICES SOFTWARE LICENSE/MAINTNCE	100.00	9347.40
				9347.40 ✓

REQUISITION IS IN THE CURRENT FISCAL YEAR.

FY-2026

**SANTA FE COUNTY**  
INTERNAL PURCHASE REQUISITION (IPR)

FUND -COST CENTER-ACTIVITY:

101-0125-412

<b>Ship To Code</b>	<b>DEPARTMENT / DIVISION :</b>	<b>CMO/IT</b>
<b>MI</b>	The Following Items to be Used On/At (Location):	100 Catron

REQUISITION NUMBER:

**264643**

REQUESTOR / REQUESTED BY:

Michelle Mascarenas-Jackson

*Michelle Mascarenas-Jackson*

Enter address if different than Ship To Code Address Above		<b>VENDOR #</b>	<b>VENDOR INFORMATION</b>	<b>VENDOR INFORMATION</b>	<b>VENDOR INFORMATION</b>
<b>SANTA FE COUNTY</b>		<b>24263</b>	1st Quote (If Applicable)	2nd Quote (If Applicable)	3rd Quote (If Applicable)

07/05/2026

ATTN:	<b>Name:</b>	<i>DropBox</i>
	<b>Address 1:</b>	<i>Dept LA 24086</i>
	<b>City, State, Zip:</b>	<i>Pasadena, CA 91185-4086</i>
<b>SANTA FE, NM</b> Enter Zip: <b>87501</b>	<b>Contact / Phone:</b>	<i>Jordan King, 747-319-4330</i>

Line No	DESCRIPTION <small>Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.</small>	LINE ITEM	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT
2	<b>5015</b>	ea	\$288.00	30	\$ 8,640.00				\$ -				\$ -	
3					\$ -				\$ -				\$ -	
4					\$ -				\$ -				\$ -	
5					\$ -				\$ -				\$ -	
6					\$ -				\$ -				\$ -	
7					\$ -				\$ -				\$ -	
8					\$ -				\$ -				\$ -	
9					\$ -				\$ -				\$ -	
10					\$ -				\$ -				\$ -	
11					\$ -				\$ -				\$ -	
12					\$ -				\$ -				\$ -	
15					\$ -				\$ -				\$ -	

<b>Notes / Comments:</b>	SUBTOTAL	\$ 8,640.00	\$ -	\$ -
<b>Dropbox Business Team Renewal #2020-0236-IT June 4, 2026-June 3, 2027</b>	SHIPPING/HANDLING			
	TAX (Services Only)	\$ 707.40	\$ -	\$ -
	TOTAL CHARGES	\$ 9,347.40	\$ -	\$ -

**REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.**

**Date Completed by Requestor: 5/4/2026**

**DATE SUBMITTED TO REQ CREATOR**  
Date: **5/4/2026**  
Creator Name: **Michael Dias**

### Outbound Purchase Form for Santa Fe County

<b>Order Form Effective Date</b>	The date of Customer signature below
<b>Services Term</b>	6/4/2026 to 6/3/2027
<b>Billing Frequency</b>	Upfront
<b>Payment Method</b>	Bank Wire
<b>Payment Terms</b>	Due on Receipt
<b>Currency</b>	USD
<b>Total Contract Value</b>	USD 8,640.00
<b>Team Id</b>	89680160

Item	Quantity	Annualized License Price	Contract Length	Fees/Price
Dropbox Advanced Storage Cap User License	30.00	USD 288.00	1 Year	USD 8,640.00
<b>Estimated Tax:</b>				USD 707.40
<b>Total:</b>				USD 9,347.40

Billing Information	
<b>Company Name:</b> Santa Fe County	<b>Billing Zip/Postal Code:</b> 87501
<b>Billing Street:</b> 102 Grant Ave	<b>Billing Country:</b> United States
<b>Billing State/Province:</b> NM	<b>Billing City:</b> Santa Fe
<b>AP Contact:</b> mjackson@santafecountynm.gov	

Item	Description
Dropbox Advanced Storage Cap User License	End Users share space across the team with 5 terabytes of team space available per license



purchased and utilized on the team, up to a maximum of 1,000 terabytes of shared space. License utilization means a license is assigned to an End User and that End User is regularly logging in and using the Service.

## Order Form Terms

**Governing Agreement:** Unless otherwise set forth above, if Customer has executed an agreement with Dropbox for the provision of the services listed on this Order Form ( “Existing Agreement” ), then the Existing Agreement applies to this Order Form. If Customer does not have an Existing Agreement with Dropbox, then by signing the Order Form, Customer acknowledges it has read, understood, and agrees to the Dropbox Services Agreement at: [https://www.dropbox.com/business\\_agreement](https://www.dropbox.com/business_agreement), which is incorporated into this Order Form by this reference.

**Invoices:** Dropbox will invoice Customer, pursuant to the Payment Schedule above, via email sent from [invoices@dropbox.com](mailto:invoices@dropbox.com) to Customer provided AP contact after Customer signs this Order Form. The Order Term and End User Account invoicing dates are subject to change based on the actual Provisioning Date of your End User Accounts. Customer acknowledges and agrees that Dropbox may update the actual amount charged for tax on an invoice as required by applicable law. Customer will pay all invoices using the Payment method listed above.

**Order Form Expiration and Rejection:** Dropbox may reject this Order Form if the Order Form execution date is past the Offer Valid Through date by notifying the Customer in writing within twenty-four hours of the date the Order Form was executed. If Dropbox does not notify Customer to this effect within twenty-four hours, this Order Form will be deemed accepted.

**Purchase Orders:** If Customer requires the use of a purchase order or purchase order number, Customer: (a) must provide the purchase order number at the time of purchase; and (b) agrees that any terms and conditions on a Customer purchase order will not apply to the Agreement and are null and void.

**Custom Order Terms :** With regards to ‘2.2 Automatic Renewals’ this contract shall not automatically renew following the Initial Services Term.

**Use of Marks:** Customer hereby grants Dropbox permission and the right to use and display Customer’ s name, logo and a brief description of Customer’ s use case of the Services in Dropbox’ s customer lists, marketing pitch-books, investor materials and meetings, and websites. Any goodwill arising from the use of Customer’ s name and logo will inure to Customer’ s benefit.



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This is a non-cancelable and non-refundable purchase. By signing below, I represent both that I am an authorized signatory, and that I accept and agree to the terms of this Order Form.

**Santa Fe County**

---

**Signature**

Gregory S. Shaffer

---

**Name**

County Manager

---

**Title**

5/29/2026

---

**Date**

Approved as to form by Roberta D. Joe, Assistant County Attorney  
for W.B., Santa Fe County Attorney 5/15/2026



### Order Form for Santa Fe County

<b>Order Form Effective Date</b>	The date of Customer signature below
<b>Services Term</b>	April 30, 2020 to April 30, 2021
<b>Invoice Frequency</b>	Upfront
<b>Payment Terms</b>	Net 30
<b>Currency</b>	USD
<b>Total Contract Value</b>	3,900.00

Item	Quantity	Unit Price	Fees
Dropbox Add-On: Premium Support	15	20.00	300.00
Dropbox Advanced User License	15	240.00	3,600.00
		Tax	0.00
<b>Total Contract Value</b>			<b>3,900.00</b>

Contract Fees Schedule	
Payment 1 (End User Accounts): Order Form for total Services Term	3,900.00
<b>Total Contract Value</b>	<b>3,900.00</b>

Billing Information	
<b>Company Name:</b> Santa Fe County <b>Billing Street:</b> 102 Grant Ave <b>Billing City:</b> Santa Fe <b>Billing State / Province:</b> NM	<b>Billing Zip / Postal Code:</b> 87501 <b>Billing Country:</b> United States <b>AP Contact (email):</b> ap@santafecountynm.gov



Product Descriptions	
Item	Description
Dropbox User Licenses	See <a href="http://www.dropbox.com/business/plans-comparison">www.dropbox.com/business/plans-comparison</a> for description
Dropbox Add-on: Premium Support	<a href="https://help.dropbox.com/teams-admins/team-member/premium-support">https://help.dropbox.com/teams-admins/team-member/premium-support</a>

Order Form Terms
<p><b>Purchasing Dropbox Services:</b> if Customer has executed an agreement with Dropbox for the provision of Dropbox services listed on this Order Form ("Existing Dropbox Agreement"), then the Existing Dropbox Agreement applies to Dropbox services purchased under this Order Form. If Customer does not have an Existing Dropbox Agreement with Dropbox, then by signing the Order Form, Customer acknowledges it has read, understood, and agrees to the Dropbox Business agreement at: <a href="https://www.dropbox.com/terms#business_agreement">https://www.dropbox.com/terms#business_agreement</a>, which is incorporated into this Order Form by this reference for the Dropbox services purchased under this Order Form.</p> <p><b>Invoices:</b> Dropbox will invoice Customer, pursuant to the Payment Schedule above, via email sent from <a href="mailto:invoices@dropbox.com">invoices@dropbox.com</a> to Customer provided AP contact <a href="mailto:ap@santafecountynm.gov">ap@santafecountynm.gov</a> after Customer signs this Order Form. The Order Term and End User Account invoicing dates are subject to change based on the actual Provisioning Date of your End User Accounts.</p> <p><b>Order Form Expiration and Rejection:</b> Dropbox may reject this Order Form if the Order Form execution date is past the Offer Valid Through date by notifying the Customer in writing within twenty-four hours of the date the Order Form was executed. If Dropbox does not notify Customer to this effect within twenty-four hours, this Order Form will be deemed accepted.</p> <p><b>Purchase Orders:</b> If Customer requires the use of a purchase order or purchase order number, Customer: (a) must provide the purchase order number at the time of purchase; and (b) agrees that any terms and conditions on a Customer purchase order will not apply to the Agreement and are null and void.</p>

This is a non-cancelable and non-refundable purchase. By signing below, I represent both that I am an authorized signatory, and that I accept and agree to the terms of this Order Form.

**Santa Fe County**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Approved as to form by Roberta D. Joe, Assistant County Attorney  
for G.S.S., Santa Fe County Attorney Date: May 29, 2020

## Jerome Blea

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**From:** Daniel P. Sanchez  
**Sent:** Monday, April 27, 2020 2:40 PM  
**To:** Jerome Blea; Ronald A. Good  
**Cc:** Paul M. Herrera; Michelle D. Mascarenas-Jackson; Dale Lucero  
**Subject:** FW: DropBox - Santa Fe County  
**Attachments:** Dropbox Order Form - Santa Fe County (15).pdf

Good Afternoon Jerome and Ron,

Please process the attached quote for 15 Dropbox accounts. Per Finance, please use the following and be sure to indicate COVID-19 on the IPR/REQ/PO: 101.030.3412-8016

Yvonne Herrera (Finance Director) will need to sign the REQ since this is a finance account. This is similar to what Jerome has processed in the past.

Ron,

Once the PO has been cut, please reach out to Amol (contact information below) and assign the accounts to those listed below as the SFC administrator and notify them. They may need help with this so please familiarize yourself with using Dropbox and also work with Desktop to ensure they have any training required to field any helpdesk calls that may come in.

Department	# DropBox	Assigned To
CMO	1	Paulina Lopez
HR/Risk	2	Sonya Quintana John Sanchez
Legal	1	Jeremy Garcia
Finance/Purchasing	2	Athena Martinez Maricela Martinez
IT	1	Ronald Good
Public Works	1	Barbara Herrera
Public Safety	1	Christen Martinez
Community Services Department	1	Gina Capener
Growth Management	1	Vicki Lucero
Sheriff	1	Adrian Ortiz
Assessors	1	Jaime Bencomo
Clerks	1	Erika Quintana
Treasurer	1	Lillian Armijo

Thank You,

Department	# DropBox	Assigned To
CMO	1	Paulina Lopez
HR/Risk	2	Sonya Quintana John Sanchez
Legal	1	Jeremy Garcia
Finance/Purchasing	2	Athena Martinez Maricela Martinez
IT	1	Ronald Good
Public Works	1	Barbara Herrera
Public Safety	1	Christen Martinez
Community Services Department	1	Gina Capener
Growth Management	1	Vicki Lucero
Sheriff	1	Adrian Ortiz
Assessors	1	Jaime Bencomo
Clerks	1	Erika Quintana
Treasurer	1	Lillian Armijo

Daniel P. Sanchez  
IT Division Director  
Santa Fe County  
505-992-9888  
[dpsanchez@santafecountynm.gov](mailto:dpsanchez@santafecountynm.gov)

**From:** Amol Mahal [mailto:amahal@dropbox.com]  
**Sent:** Thursday, April 23, 2020 4:29 PM  
**To:** Daniel P. Sanchez <dpsanchez@santafecountynm.gov>  
**Cc:** Paul M. Herrera <pmherrera@santafecountynm.gov>  
**Subject:** Re: DropBox - Santa Fe County

**Warning:**

**EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Daniel,

You should have the updated Order Form in your inbox. Please find attached as well.

Best,  
Amol

**Amol Mahal** | **Dropbox** | (415) 317 8930

## Dropbox Detailed Explanation

Dropbox premium support is an add-on that enables all active members of a team to receive increased support entitlements. With premium support Dropbox add-on, both team members and admins can:

- Access live webinars hosted by Dropbox
- Expect a response from email support within 1 hour any day of the week

Dropbox Advanced user licensing includes:

**Advanced Dropbox core features** are to include the following:

- Unlimited storage
- Best-in-class sync technology
- Intergrade desktop experience
- Anytime, anywhere access
- Easy and Secure sharing
- 256-bit AES and SSL/TLS encryption

**Advanced data protection** is to include the following:

- 180 days of version history and file recovery
- 180-day history Dropbox rewind
- Advanced sharing permissions, including disable downloads
- Password-protected and expiring shared links
- Remote device wipe
- Require two-factor authentication (2FA)
- Watermarking
- F=granular permissions
- Account transfer tool
- Enables HIPAA compliance
- Device approvals
- Enterprise mobility management (EMM)

**Advanced collaboration and productivity tools** are to include:

- Dropbox Spaces
- Dropbox Paper
- Dropbox Transfer up to 100 GB, including customization options

- File locking
- Integrated cloud content
- Dropbox badge
- Commenting
- Plus button
- File requests
- Smart Sync
- Smart Sync Auto-Evict
- Viewer history

**Powerful administrative tool** is to include:

- Admin console
- Multi-team admin login
- Centralized billing
- Company-managed groups
- Unlimited API access to security platform partners
- Unlimited API access to productivity platform partners
- 1 million API calls/month for data transport partners
- Tiered admin roles
- Sign in as user
- Audit logs with file event tracking
- Single sign-on (SSO) integrations
- Invite enforcement
- Centralized admin console
- Network control
- Domain Insights and Account Capture

**Support** is to include:

- Priority email support
- Live chat support
- Phone support during business hours

[Home](#)[Teams & admins](#)[Team members](#)[What is Dropbox premium support?](#)

## What is Dropbox premium support?

Dropbox premium support is a feature available to [Dropbox Business](#) teams that have purchased the premium support add-on. To purchase the premium support add-on, contact your Dropbox sales executive or fill out the [Dropbox Business contact form](#).

The premium support add-on enables all active members of a team to receive increased support entitlements.

With the premium support add-on, both team members and admins can:

- Access live webinars hosted by Dropbox
- Expect a response from email support within 1 hour any day of the week

Additionally, team admins can:

- Schedule support calls on-demand
- Call phone support 24 hours a day, 7 days a week—including holidays
- Chat with support 24 hours a day, Monday through Friday

**Note:** Premium support via phone and chat is currently only available in English.

To contact support, log in to your account and go to [dropbox.com/support](https://dropbox.com/support).

How helpful was this article?



[Terms of Service](#)[Privacy Policy](#)[Business Agreement](#)[DMCA Policy](#)

## Dropbox Terms of Service

Posted: July 25, 2019

Effective: September 24, 2019

You can see your previous Terms [here](#).

Thanks for using Dropbox! Our mission is to create a more enlightened way of working by providing an intuitive, unified platform to keep your content safe and accessible while helping you and those you work with stay coordinated and in sync. These terms of service ("**Terms**") cover your use and access to our services, client software and websites ("**Services**"). If you reside outside of the United States of America, Canada and Mexico ("**North America**") your agreement is with Dropbox International Unlimited Company. If you reside in North America your agreement is with Dropbox, Inc. Our [Privacy Policy](#) explains how we collect and use your information while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, our [Privacy Policy](#), and [Acceptable Use Policy](#).

### Your Stuff & Your Permissions

When you use our Services, you provide us with things like your files, content, messages, contacts, and so on ("**Your Stuff**"). Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Stuff, backing it up, and sharing it when you ask us to. Our Services also provide you with features like commenting, sharing, searching, image thumbnails, document previews, optical character recognition (OCR), easy sorting and organization, and personalization to help reduce busywork. To provide these and other features, Dropbox accesses, stores, and scans Your Stuff. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

### Your Responsibilities

Your use of our Services must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download, or share content unless you have the right to do so.

Dropbox may review your conduct and content for compliance with these Terms and our [Acceptable Use Policy](#). We aren't responsible for the content people post and share via the Services.

Help us keep Your Stuff protected. Safeguard your password to the Services, and keep your account information current. Don't share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, to use our Services, you must be at least 13 (or older, depending on where you live).

## Software

Some of our Services allow you to download client software ("**Software**") which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## Beta Services

We sometimes release products and features that we're still testing and evaluating ("Beta Services"). Beta Services are labeled "alpha," "beta," "preview," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as Dropbox's other services. Beta Services are made available so that we can collect user feedback, and by using our Beta Services, you agree that we may contact you to collect such feedback.

Beta Services are confidential until official launch. If you use any Beta Services, you agree not to disclose any information about those Services to anyone else without our permission.

## Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title, or interest in the Services, others' content in the Services, Dropbox trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our [Copyright Policy](#). We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent  
Dropbox, Inc.  
1800 Owens St  
San Francisco, CA 94158  
[copyright@dropbox.com](mailto:copyright@dropbox.com)

## Paid Accounts

*Billing.* You can increase your storage space and add paid features to your account (turning your account into a "Paid Account"). We'll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. If you're on an annual plan, we'll send you a notice email reminding you that your plan is about to renew within a reasonable period of time prior to the renewal date. You're responsible for all applicable taxes, and we'll charge tax when required to do so. Some countries have mandatory local laws regarding your cancellation rights, and this paragraph doesn't override these laws.

*No Refunds.* You may cancel your [Dropbox Paid Account](#) at any time. Refunds are only issued if required by law. For example, users living in the European Union have the right to cancel their Paid Account subscriptions within 14 days of signing up for, upgrading to, or renewing a Paid Account.

*Downgrades.* Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or remove Paid Account features.

*Changes.* We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

### **Dropbox Business Teams**

*Email address.* If you sign up for a Dropbox account with an email address provisioned by your organization, your organization may be able to block your use of Dropbox until you transition to an account on a Dropbox Business or Education team (collectively, "Dropbox Business Team") or you associate your Dropbox account with a personal email address.

*Using Dropbox Business Teams.* If you join a Dropbox Business Team, you must use it in compliance with your organization's terms and policies. Please note that Dropbox Business Team accounts are subject to your organization's control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Dropbox Business Team account. They may also be able to restrict or terminate your access to a Dropbox Business Team account. If you convert an existing Dropbox account into part of a Dropbox Business Team, your administrators may prevent you from later disassociating your account from the Dropbox Business Team.

### **Termination**

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you're in breach of these Terms,
- (b) your use of the Services would cause a real risk of harm or loss to us or other users, or
- (c) you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to

export Your Stuff from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- (a) you're in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- (c) we're prohibited from doing so by law.

### **Discontinuation of Services**

We may decide to discontinue the Services in response to unforeseen circumstances beyond Dropbox's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems. If we discontinue the Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.

### **Services "AS IS"**

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DROPBOX AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

### **Limitation of Liability**

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR DROPBOX'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, DROPBOX, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT DROPBOX OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF

SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS, OR RE-SALE PURPOSE, DROPBOX, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. DROPBOX AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH DROPBOX.

### **Resolving Disputes**

*Let's Try to Sort Things Out First.* We want to address your concerns without needing a formal legal case. Before filing a claim against Dropbox, you agree to try to resolve the dispute informally by contacting [dispute-notice@dropbox.com](mailto:dispute-notice@dropbox.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Dropbox may bring a formal proceeding.

*Judicial Forum for Disputes.* You and Dropbox agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of San Francisco County, California, subject to the mandatory arbitration provisions below. Both you and Dropbox consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, a member state of the European Union) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements.

### **IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

*We Both Agree to Arbitrate.* You and Dropbox agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.

*Opt-out of Agreement to Arbitrate.* You can decline this agreement to arbitrate by [clicking here](#) and submitting the opt-out form within 30 days of first registering your account. However, if you agreed to a previous version of these Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding.

*Arbitration Procedures.* The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco (CA), or any other location we agree to.

*Arbitration Fees and Incentives.* The AAA rules will govern payment of all arbitration fees. Dropbox will pay all arbitration fees for individual arbitration for

claims less than \$75,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. Dropbox will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

*Exceptions to Agreement to Arbitrate.* Either you or Dropbox may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California to resolve your claim.

**NO CLASS ACTIONS.** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

### **Controlling Law**

These Terms will be governed by California law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

### **Entire Agreement**

These Terms constitute the entire agreement between you and Dropbox with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

### **Waiver, Severability & Assignment**

Dropbox's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Dropbox may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

### **Modifications**

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or

(c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.

## Dropbox

Desktop app  
Mobile apps  
Plans  
Security  
Features

## Company

About us  
Jobs  
Press  
Investor relations  
Blog

## Support

Help Center  
Contact us  
Cookies  
Privacy & terms  
Sitemap

## Community

Developers  
Referrals  
Forum

## Connect

Twitter  
Facebook  
YouTube

## Products

Plus  
Professional  
Business  
Enterprise



**English (United States)**

[Terms of Service](#)[Privacy Policy](#)[Business Agreement](#)[DMCA Policy](#)

If your organization signed a Dropbox Business or Dropbox Enterprise Agreement with Dropbox, that Agreement may have modified the privacy policy below. Please contact your organization's Admin for details.

## Dropbox Privacy Policy

Posted: December 17, 2019

Effective: January 1, 2020

You can see the previous Privacy Policy [here](#).

Thanks for using Dropbox! Here we describe how we collect, use, and handle your personal data when you use our websites, software, and services ("**Services**"). For more information and details, please see our [Frequently Asked Questions](#) page.

### What & Why

We collect and use the following information to provide, improve, protect, and promote our Services.

*Account information.* We collect, and associate with your account, the information you provide to us when you do things such as sign up for your account, upgrade to a paid plan, and set up two-factor authentication (like your name, email address, phone number, payment info, and physical address).

*Your Stuff.* Our Services are designed as a simple and personalized way for you to store your files, documents, photos, comments, messages, and so on ("**Your Stuff**"), collaborate with others, and work across multiple devices and services. To make that possible, we store, process, and transmit Your Stuff as well as information related to it. This related information includes your [profile information](#) that makes it easier to collaborate and share Your Stuff with others, as well as things like the size of the file, the time it was uploaded, collaborators, and usage activity.

*Contacts.* You may choose to give us access to your contacts to make it easy for you to do things like share and collaborate on Your Stuff, send messages, and invite others to use the Services. If you do, we'll store those contacts on our servers for you to use.

*Usage information.* We collect information related to how you use the Services, including actions you take in your account (like sharing, editing, viewing, creating and moving files or folders). We use this information to provide, improve, and promote our Services, and protect Dropbox users. Please refer to our [FAQ](#) for more information about how we use this usage information.

*Device information.* We also collect information from and about the devices you use to access the Services. This includes things like IP addresses, the type of browser and device you use, the web page you visited before coming to our sites, and identifiers associated with your devices. Your devices (depending on their settings) may also transmit location information to the Services. For example, we use device information to detect abuse and identify and troubleshoot bugs.

*Cookies and other technologies.* We use technologies like cookies and pixel tags to provide, improve, protect, and promote our Services. For example, cookies help us with things like remembering your username for your next visit, understanding how you are interacting with our Services, and improving them based on that information. You can set your browser to not accept cookies, but this may limit your ability to use the Services. If our systems receive a DNT:1 signal from your browser, we'll respond to that signal as outlined [here](#). We may also use third-party service providers that set cookies and similar technologies to promote Dropbox services. You can learn more about how cookies and similar technologies work, as well as how to opt out of the use of them for advertising purposes, [here](#).

*Marketing.* We give users the option to use some of our Services free of charge. These free Services are made possible by the fact that some users upgrade to one of our paid Services. If you register for our Services, we will, from time to time, send you information about upgrades when permissible. Users who receive these marketing materials can opt out at any time. If you don't want to receive a particular type of marketing material from us, click the 'unsubscribe' link in the corresponding emails, or update your preferences in the [Notifications](#) section of your personal account.

We sometimes contact people who don't have a Dropbox account. For recipients in the EU, we or a third party will obtain consent before reaching out. If you receive an email and no longer wish to be contacted by Dropbox, you can unsubscribe and remove yourself from our contact list via the message itself.

*Bases for processing your data.* We collect and use the personal data described above in order to provide you with the Services in a reliable and secure manner. We also collect and use personal data for our legitimate business needs. To the extent we process your personal data for other purposes, we ask for your consent in advance or require that our partners obtain such consent. For more information on the lawful bases for processing your data, please see our [FAQ](#).

For more details on the categories of personal information that are included in the information above, please see our [FAQ](#).

## **With Whom**

We may share information as discussed below, but we won't sell it to advertisers or other third parties.

*Others working for and with Dropbox.* Dropbox uses certain trusted third parties (for example, providers of customer support and IT services) for the business purposes of helping us provide, improve, protect, and promote our Services. These third parties will access your information to perform tasks on our behalf, and we'll remain responsible for their handling of your information per our instructions. For a list of trusted third parties that we use to process your personal data and more details on the categories of personal information that we've disclosed, please see our [FAQ](#).

*Other Dropbox Companies.* Dropbox shares infrastructure, systems, and technology with other Dropbox Companies to provide, improve, protect, and promote Dropbox Company Services. We process your information across the Dropbox Companies for these purposes, as permitted by applicable law and in accordance with their terms and policies. For more information on Dropbox Companies, Dropbox Company Services, and how your data is used, please see our [FAQ](#).

*Other users.* Our Services display information like your name, profile picture, device, email address, and usage information to other users you collaborate or choose to share with. When you register your Dropbox account with an email address on a domain owned by your employer or organization, we may help collaborators and administrators find you and your team by making some of your basic information—like your name, team name, profile picture, and email address—visible to other users on the same domain. This helps you sync up with teams you can join and helps other users share files and folders with you.

Certain features let you make additional information available to others.

*Other applications.* You can choose to connect your Dropbox account with third-party services—for example, via [Dropbox APIs](#). By doing so, you're enabling Dropbox and those third parties to exchange information about you and data in your account so that Dropbox and those third parties can provide, improve, protect, and promote their services. Please remember that third parties' use of your information will be governed by their own privacy policies and terms of service.

*Business Team Admins.* If you are a user of a Dropbox Business team (collectively, "Dropbox Business Team"), your administrator may have the ability to access and control your Dropbox Business Team account. Please refer to your organization's internal policies if you have questions about this. If you aren't a Dropbox Business Team user but interact with a Dropbox Business Team user (for example, by joining a shared folder or accessing stuff shared by that user), members of that organization may be able to view the name, email address, profile picture, and IP address that was associated with your account at the time of that interaction. If you share Your stuff with a Dropbox team user, the administrator of the team account may have the ability to access and edit what you share.

*Law & Order and the Public Interest.* We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to: (a) comply with any applicable law, regulation, legal process, or appropriate government request; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of Dropbox or our users; (d) protect Dropbox's rights, property, safety, or interest; or (e) perform a task carried out in the public interest.

Stewardship of your data is critical to us and a responsibility that we embrace. We believe that your data should receive the same legal protections regardless of whether it's stored on our Services or on your home computer's hard drive. We'll abide by the following [Government Request Principles](#) when receiving, scrutinizing, and responding to government requests (including national security requests) for your data:

- Be transparent
- Fight blanket requests
- Protect all users, and
- Provide trusted services.

We publish a [Transparency Report](#) as part of our commitment to informing you about when and how governments ask us for information. This report details the types and numbers of requests we receive from law enforcement. We encourage you to review our [Government Request Principles and Transparency Report](#) for more detailed information on our approach and response to government requests.

## How

*Security.* We have a team dedicated to keeping your information secure and testing for vulnerabilities. We continue to work on features to keep your information safe in addition to things like two-factor authentication, encryption of files at rest, and alerts when new devices and apps are linked to your account. We deploy automated technologies to detect abusive behavior and content that may harm our Services, you, or other users.

*User Controls.* You can access, amend, download, and delete your personal information by logging into your Dropbox account and going to your [account settings](#) page. Learn more [here](#) about managing your account information generally, or click [here](#) to learn how to change your profile information.

*Retention.* When you sign up for an account with us, we'll retain information you store on our Services for as long as your account exists or as long as we need it to provide you the Services. If you delete your account, we'll initiate deletion of this information after 30 days. Learn more [here](#). But please note: (1) there might be some latency in deleting this information from our servers and back-up storage; and (2) we may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

## Where

*Around the world.* To provide you with the Services, we may store, process, and transmit data in the United States and locations around the world—including those outside your country. Data may also be stored locally on the devices you use to access the Services.

*EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield.* When transferring data from the European Union, the European Economic Area, the United Kingdom, and Switzerland, Dropbox relies upon a variety of legal mechanisms, including contracts with our customers and affiliates. Dropbox complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union, the European Economic Area, the United Kingdom, and Switzerland to the United States. Dropbox has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such data. You can find Dropbox's Privacy Shield certification [here](#). You can also learn more about Privacy Shield at <https://www.privacyshield.gov>.

Dropbox is subject to oversight by the U.S. Federal Trade Commission. JAMS is the US-based independent organization responsible for reviewing and resolving complaints about our Privacy Shield compliance—free of charge to you. We ask that you first submit any such complaints directly to us via [privacy@dropbox.com](mailto:privacy@dropbox.com). If you aren't satisfied with our response, please contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield>. In the event your concern still isn't addressed by JAMS, you may be entitled to a binding arbitration under Privacy Shield and its principles.

## Your Control and Access of Your Data

You have control over your personal data and how it's collected, used, and shared. For example, you can:

- *Delete Your Stuff in your Dropbox account.* You can learn more about how to delete files saved on Dropbox [here](#).
- *Change or correct personal data.* You can manage your account and the content contained in it, as well as edit some of your personal data, through your [account settings page](#).
- *Access and take your data elsewhere.* You can access your personal data from your Dropbox account and you can download a copy of Your Stuff in a machine readable format as outlined [here](#). You can also ask us for a copy of personal data you provided to us or that we've collected, the business or commercial purpose for collecting it, the types of sources we got it from, and types of third parties we've shared it with.
- *Object to the processing of your personal data.* Depending on the processing activity, you can request that we stop or limit processing of your personal data.

If you would like to submit a data access request, request that your personal data be deleted, or object to the processing of your personal data, please email us at [privacy@dropbox.com](mailto:privacy@dropbox.com). For more information on how to control and access your personal data, please see our [FAQ](#).

*Dropbox as controller or processor.* If you reside in North America (the United States, Canada, and Mexico), Dropbox, Inc. acts as your service provider. For all other users, Dropbox International Unlimited Company acts as a controller of your personal data. If you are a Dropbox Business or Education customer outside of North America, Dropbox acts as a processor of your data.

## Changes

If we're involved in a reorganization, merger, acquisition, or sale of our assets, your data may be transferred as part of that deal. We'll notify you (for example, via a message to the email address associated with your account) of any such deal and outline your choices in that event.

We may revise this Privacy Policy from time to time, and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you.

## Contact

Have questions or concerns about Dropbox, our Services, and privacy? Contact our Data Protection Officer at [privacy@dropbox.com](mailto:privacy@dropbox.com). If they can't answer your question, you have the right to contact your local data protection supervisory authority.

Dropbox

Desktop app  
Mobile apps  
Plans

Company

About us  
Jobs  
Press

Security  
Features

Investor relations  
Blog

## Support

Help Center  
Contact us  
Cookies  
Privacy & terms  
Sitemap

## Community

Developers  
Referrals  
Forum

## Connect

Twitter  
Facebook  
YouTube

## Products

Plus  
Professional  
Business  
Enterprise



**English (United States)**

[Terms of Service](#)[Privacy Policy](#)[Business Agreement](#)[DMCA Policy](#)

This section of the agreement only applies to [Dropbox Business](#) customers. If your organization signed a [Dropbox Business](#) or [Dropbox Enterprise Agreement](#) with Dropbox, that Agreement may be different from the terms below. Please [contact your organization's Admin](#) for details.

## Dropbox Business Agreement

Posted: July 25, 2019

Effective: September 24, 2019

This Dropbox Business Agreement (the "[Business Agreement](#)") is between Dropbox International Unlimited Company if your organization is based outside the United States, its territories and possessions, Canada and Mexico ("[North America](#)") or, if your organization is based in North America, with Dropbox, Inc., a Delaware corporation (each, "[Dropbox](#)") and the organization agreeing to these terms ("[Customer](#)"). This Agreement governs access to and use of the [Services](#) and [Beta Services](#). By clicking "I agree," signing your contract for the [Services](#), or using the [Services](#), you agree to this Agreement as a Customer.

To the extent that Dropbox, Inc. is, on behalf of the Customer, Processing Customer Data that is subject to EU Data Protection Laws, by clicking "I agree", you are also agreeing to the [Data Processing Agreement](#) and [EU Standard Contractual Clauses](#), defined below, with Dropbox, Inc. for the transfer of Personal Data to processors.

If you are agreeing to this Agreement and, if applicable, the [Data Processing Agreement](#), for use of the [Services](#) by an organization, you are agreeing on behalf of that organization. You must have the authority to bind that organization to these terms, otherwise you must not sign up for the [Services](#).

### 1. [Services](#).

1.1 [Provision](#). The Agreement governs access to, and use of, the [Services](#) and [Software](#) purchased under an [Order Form](#). Customer and End Users may access and use the [Services](#) in accordance with the Agreement.

1.2 [Modifications](#). Dropbox may update the [Services](#) from time to time. If Dropbox changes the [Services](#) in a manner that materially reduces their functionality, Dropbox will notify Customer at the email address associated with the account, and Customer may provide notice within thirty days of the change to terminate the Agreement. This termination right will not apply to updates made to features provided on a beta or evaluation basis. For certain significant new features, Dropbox may notify Administrators or End Users of

the new features via email, provided that an option to unsubscribe from receiving such emails will be available to any potential recipient.

### 1.3 Software.

- a. Generally. Some of the Services allow Customer and End Users to download Software that may update automatically. If any component of the Software is offered under an open source license, Dropbox will make the license available to Customer and to the extent the provisions of that license grant Customer additional rights, those provisions will expressly override some terms of the Agreement with respect to that component of the Software.
- b. License. Dropbox hereby grants to Customer during the Term a limited non-exclusive license to use the Software solely in connection with the Services and in accordance with the Agreement. This license is non-transferable (subject to Section 14.8), irrevocable (except as set forth in Section 9), non-sublicensable, and will be fully paid up upon Customer's payment of the Fees.

1.4 Customer Domains. Prior to providing the Services Dropbox may require Customer to verify that Customer owns or controls the Customer Domains. If Customer does not own or control the Customer Domains, then Dropbox will have no obligation to provide Customer with the Services.

## 2. Customer Obligations.

2.1 Customer Administration of the Services. Customer may specify End Users as Administrators, including through multiple tiers of Administrators, through the Admin Console. Administrators may be able to: (a) access, disclose, restrict or remove Customer Data in or from End User Accounts; and (b) monitor, restrict, or terminate access to End User Accounts. The End User Accounts Administrators may manage as described in the preceding sentence may include End User Accounts of lower tier Administrators. Customer is responsible for maintaining the confidentiality of passwords and Admin Accounts, and managing access to Admin Accounts. Dropbox's responsibilities do not extend to the internal management or administration of the Services for Customer.

2.2 Third Party Administration. The Customer acknowledges that, if the Customer purchases the Services through a reseller and designates any of the reseller's personnel as Administrators of the Customer's Services account, the reseller may be able to control account information, including Customer Data, and access the Customer's Services account as described above.

2.3 Unauthorized Use or Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. End User Accounts may only be provisioned, registered, and used by a single End User. The Services are not intended for End Users under

the age of 13. Customer will ensure that it does not allow any person under 13 to use the Services. Customer will promptly notify Dropbox of any unauthorized use of or access to the Services.

**2.4 Restrictions.** Customer will not: (a) sell, resell, or lease the Services or Software; (b) use the Services or Software for activities where use or failure of the Services or Software could lead to physical damage, death, or personal injury; (c) reverse engineer the Services or Software, or attempt or assist anyone else to do so, unless this restriction is prohibited by law; (d) use the Services or Software, including the export or re-export of Customer Data, in violation of Export Control Laws; (e) violate or circumvent any Service Limits of the Services or otherwise configure the Services to avoid Service Limits; or (f) establish a Dropbox Business account as an individual for personal, family, or household purposes.

**2.5 Compliance.**

- a. **Generally.** Customer and its End Users must use the Services in compliance with the Acceptable Use Policy. Customer will comply with laws and regulations applicable to Customer's use of the Services. Customer must satisfy itself that: (i) the Services are appropriate for its purposes, taking into account the nature of the Customer Data; and (ii) the technical and organizational requirements applicable to Dropbox under EU Data Protection Laws are satisfied by the Security Measures and the Agreement.
- b. **End Users.** Customer is responsible for use of the Services by its End Users. Customer will obtain and maintain from End Users any consents necessary to allow Administrators to engage in the activities described in the Agreement and to allow Dropbox to deliver the Services.
- c. **Customer Actions.** Customer will not take any action that would cause Dropbox to violate EU Data Protection Laws, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, or any other applicable anti-bribery, anti-corruption, or anti-money laundering law.
- d. **HIPAA.** Customer will not store, transmit or otherwise process any information via the Services that falls within the definition of "Protected Health Information" under the HIPAA Privacy Rule (45 C.F.R. Section 164.051), unless Customer and Dropbox separately enter into a HIPAA Business Associate Agreement, which may be done via the Admin Console.

**2.6 Third-Party Apps and Integrations.** If Customer uses any third-party service or applications, such as a service that uses a Dropbox API, with the Services:

- (a) Dropbox will not be responsible for any act or omission of the third-party, including the third-party's access to or use of Customer Data; and
- (b) Dropbox does not warrant or support any service provided by the third-party. Customer

will comply with any API limits associated with the Services plan purchased by Customer.

### 3. Customer Data.

3.1 Customer Data Limitations. Dropbox and its Subcontractors will only access, use, store, and transfer Customer Data to deliver the Services and to fulfill Dropbox's obligations in the Agreement. Any Dropbox personnel who have access to Customer Data will be bound by appropriate confidentiality obligations.

3.2 Security Measures. Dropbox will use industry standard technical and organizational security measures to transfer, store, and Process Customer Data that, at a minimum, will comply with the Security Measures. Dropbox may update the Security Measures from time to time. Dropbox will provide Customer with at least sixty days prior notice if Dropbox updates the Security Measures in a manner that materially diminishes the administrative, technical, or physical security features of the Services taken as a whole. Within five business days of receipt of this notice, Customer may elect to terminate the Agreement and associated Order Forms by providing written notice to Dropbox.

#### 3.3 Third-Party Requests.

- a. Customer Responsibility. Customer is responsible for responding to Third-Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-Party Requests and will contact Dropbox only if it cannot comply with the Third-Party Request despite diligent efforts.
- b. Dropbox Responsibility. If Dropbox receives a Third-Party Request, Dropbox will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third-Party Request, to: (i) promptly notify Customer of Dropbox's receipt of a Third-Party Request; (ii) comply with Customer's commercially reasonable requests regarding its efforts to oppose a Third-Party Request; and (iii) provide Customer with information or tools required for Customer to respond to the Third-Party Request, if Customer is otherwise unable to respond to the Third-Party Request. If Dropbox is prohibited from notifying Customer of a Third-Party Request or Customer fails to promptly respond to any Third-Party Request, then Dropbox may, but will not be obligated to do so, to the extent permitted by applicable law.

3.4 Customer Data Sharing. The Services may enable End Users to share Customer Data, including to other Customer End Users and to third parties. Recipients of shared Customer Data may access, view, download, and share this Customer Data, including in and through their own Services accounts. Customer understands: (a) it is solely Customer's, and its End Users', choice to share Customer Data; (b) Dropbox cannot control third parties with whom Customer has shared Customer Data; and (c) Customer and its End Users are

solely responsible for their use of the Services, including any sharing of Customer Data through the Services.

#### 4. Data Transfers.

4.1 Data Transfer. Customer agrees that Dropbox and its Subcontractors may transfer Customer Data to and access, use, and store Customer Data in locations other than Customer's country

4.2 Data Processing Agreement. To the extent Customer Data is subject to EU Data Protection Laws and is processed by Dropbox on Customer's behalf, Customer and Dropbox agree to the Data Processing Agreement. The Data Processing Agreement applies only to the Services, and does not apply to Beta Services.

4.3 EU-U.S. and Swiss-U.S. Privacy Shield Programs. Dropbox is certified and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Programs, as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data transferred from the EEA, Switzerland, and the United Kingdom (to the extent it is no longer part of the EEA) to the United States in reliance on Privacy Shield. If the Privacy Shield Programs are invalidated, Dropbox will use commercially reasonable efforts to comply with alternate or successor data transfer mechanisms.

#### 5. Payment.

5.1 Fees. Customer will pay Dropbox or Customer's reseller all applicable Fees for the Services, in the currency and pursuant to the payment terms indicated on the Order Form, or in the applicable agreement between Customer and Customer's reseller. Customer authorizes Dropbox, or Customer's reseller, to charge Customer for all applicable Fees using Customer's selected payment method, and Customer will issue the required purchasing documentation. Fees are non-refundable except as required by law or as otherwise specifically permitted in the Agreement.

5.2 Payment. Customer will pay Dropbox invoices on the payment interval set forth in the Order Form. Dropbox may suspend or terminate the Services if Fees are past due. Customer will provide complete and accurate billing and contact information to Dropbox or to Customer's reseller.

5.3 Taxes. Fees are exclusive of taxes and Customer is responsible for all Taxes. Dropbox, or Customer's reseller, will charge Taxes when required to do so. If Customer provides Dropbox or its reseller with a valid exemption certificate, Dropbox will not collect the taxes covered by that certificate.

5.4 Withholding Taxes. Customer will pay Dropbox or its reseller net of any applicable Withholding Taxes. Customer and Dropbox, or Customer's reseller if applicable, will work together to avoid any Withholding Tax if exemptions, or a reduced treaty withholding rate, are available. If Dropbox or Customer's reseller qualifies for a tax exemption, or a reduced treaty withholding rate, Dropbox or Customer's reseller will provide Customer with reasonable documentary proof.

Customer will provide Dropbox or Customer's reseller reasonable evidence that it has paid the relevant authority for the sum withheld or deducted.

5.5 Auto-renewals and Trials. IF THE CUSTOMER'S ACCOUNT IS SET TO AUTO-RENEWAL OR IS IN A TRIAL PERIOD AND THE CUSTOMER HAS ALREADY PROVIDED A METHOD OF PAYMENT TO DROPBOX FOR THE SERVICES, DROPBOX (OR THE CUSTOMER'S RESELLER) MAY CHARGE AUTOMATICALLY AT THE END OF THE TRIAL OR FOR THE RENEWAL, UNLESS THE CUSTOMER NOTIFIES DROPBOX (OR THE CUSTOMER'S RESELLER, AS APPLICABLE) THAT THE CUSTOMER WANTS TO CANCEL OR DISABLE AUTO-RENEWAL. Dropbox may revise Services rates by providing the Customer at least thirty days' notice prior to the next charge.

5.6 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer: (i) must provide the purchase order number at the time of purchase; and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are null and void. If the Customer is purchasing via a reseller, any terms and conditions from the Customer's reseller or in a purchase order between the Customer and its reseller that conflict with the Agreement are null and void.

## 6. Suspension.

6.1 Of End User Accounts by Dropbox. If an End User: (a) violates the Agreement; or (b) uses the Services in a manner that Dropbox reasonably believes will cause it liability, then Dropbox may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, then Dropbox may do so.

6.2 Security Emergencies. Notwithstanding anything in the Agreement, if there is a Security Emergency, Dropbox may automatically suspend use of the Services. Dropbox will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency.

## 7. Intellectual Property Rights.

7.1 Reservation of Rights. Except as expressly set forth herein, the Agreement does not grant: (a) Dropbox any Intellectual Property Rights in Customer Data; or (b) Customer any Intellectual Property Rights in the Services or Dropbox trademarks and brand features.

7.2 Limited Permission. Customer grants Dropbox only the limited rights that are reasonably necessary for Dropbox to deliver the Services. This limited permission also extends to Subcontractors or Sub-processors.

7.3 Suggestions. Dropbox may use, modify, and incorporate into its products and services, license and sublicense, any feedback, comments, or suggestions on the Services that Customer or End Users may send Dropbox or post in Dropbox's forums without any obligation to Customer.

## 8. Term.

8.1 Agreement Term. The Agreement will remain in effect for the Term.

8.2 Services Term. Dropbox will deliver the Services to Customer for the Services Term. Unless the parties agree otherwise in writing, End User Accounts purchased during any Services Term will have a prorated term ending on the last day of the pre-existing Services Term.

8.3 Automatic Renewals. Unless otherwise specified on the Order Form, following the Initial Services Term or a Renewal Term, the subscription to the Services will automatically renew for a Renewal Term, unless either Party gives the other written notice of termination at least thirty days prior to the expiration of the then-current Services term. If Customer has provided a payment method to Dropbox for recurring charges as provided in Section 5.5, Customer may elect to terminate the Agreement via the Admin Console prior to the day a Renewal Term begins.

## 9. Termination.

9.1 Generally. Either Party may terminate the Agreement, including all Order Forms, if: (i) the other Party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days. Dropbox may terminate this Agreement and suspend Customer's access to the Services if required to do so by law or for an egregious violation by Customer of the Acceptable Use Policy.

9.2 Effects of Termination. If the Agreement terminates: (a) except as set forth in this Section, the rights and licenses granted by Dropbox to Customer will cease immediately; (b) Customer may, prior to termination, request reasonable additional time to export its Stored Data, provided that Dropbox may charge Customer for this extended access based on Dropbox's then-current standard fees; and (c) Dropbox will delete any End User Accounts and Stored Data in Customer's account in a commercially reasonable period of time following receipt of an Administrator's request to do so prior to termination of the Services. Dropbox may make instructions available to Customer regarding how to submit the Administrator request described in clause (c) of the previous sentence and Customer is responsible for following these instructions to initiate a deletion.

9.3 Survival. The following sections will survive expiration or termination of the Agreement: 3.3 (Third Party Requests), 5 (Payment), 7 (Intellectual Property Rights), 9.2 (Effects of Termination), 9.3 (Survival), 10 (Indemnification), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Disputes), and 14 (Miscellaneous). Notwithstanding the foregoing, Section 3.3 (Third-Party Requests) shall not survive termination if Dropbox has exercised a right to terminate the Agreement.

## 10. Indemnification.

10.1 By Customer. Customer will indemnify, defend, and hold harmless Dropbox from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any Claim against Dropbox and its Affiliates regarding: (a) Customer Data; (b) Customer Domains; or (c) Customer's, or Customer's End Users', use of the Services in violation of the Agreement.

10.2 By Dropbox. Dropbox will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any Claim against Customer to the extent based on an allegation that Dropbox's technology used to deliver the Services to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will Dropbox have any obligations or liability under this section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by Dropbox; and (b) any content, information, or data provided by Customer, End Users, or other third parties.

10.3 Possible Infringement. If Dropbox believes the Services or Software infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Dropbox may: (a) obtain the right for Customer, at Dropbox's expense, to continue using the Services or Software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services or Software so that they no longer infringe. If Dropbox does not believe the options described in this section are commercially reasonable, then Dropbox may suspend or terminate Customer's use of the affected Services or Software, with a pro-rata refund of prepaid fees for the Services or Software.

10.4 General. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party will have full control and authority over the defense, except that: (a) any settlement requiring the Party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed; and (b) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE DROPBOX AND CUSTOMER'S ONLY REMEDY UNDER THE AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## 11. Disclaimers.

11.1 Generally. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER CUSTOMER NOR DROPBOX AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. CUSTOMER IS RESPONSIBLE FOR USING THE SERVICES OR SOFTWARE IN

ACCORDANCE WITH THE TERMS SET FORTH HEREIN AND BACKING UP ANY STORED DATA ON THE SERVICES.

### 11.2 Beta Services.

- a. Use In Customer's Discretion. Despite anything to the contrary in the Agreement: (a) Customer may choose to use Beta Services in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same Security Measures and auditing to which the Services have been subjected; and (e) DROPBOX WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES - USE AT YOUR OWN RISK.
- b. Feedback. Dropbox offers Beta Services in order to get user feedback. In exchange for using Beta Services, Customer Agrees that Dropbox may contact Customer and its End Users to obtain feedback regarding Beta Services. Customer agrees to: (i) and hereby does, assign to Dropbox all right, title, and interest in any feedback; and (ii) provide Dropbox any reasonable assistance necessary to document and maintain Dropbox's rights in the feedback. This feedback may include oral or written comments, suggestions, error reports, and analysis.
- c. Confidential. Beta Services are confidential until officially launched by Dropbox. Customer will take reasonable measures to keep information regarding the Beta Services confidential, including at least those measures Customer takes to protect its own confidential information of a similar nature. Customer will not disclose information regarding Beta Services to any third parties, and will keep new features and functionality confidential until officially launched by Dropbox. Customer may disclose information regarding Beta Services to the extent required by law or regulation if Customer gives Dropbox reasonable advance written notice, to the extent permitted, so Dropbox can seek to prevent or limit the disclosure.

### 12. Limitation of Liability.

12.1 Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR DROPBOX OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR DROPBOX AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THE AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.2 Limitation on Amount of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, DROPBOX'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE LESSER OF \$100,000 OR THE AMOUNT PAID BY CUSTOMER TO DROPBOX HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

### 13. Disputes.

13.1 Informal Resolution. Before filing a claim, each Party agrees to try to resolve the dispute by contacting the other Party through the notice procedures in Section 14.6. If a dispute is not resolved within thirty days of notice, Customer or Dropbox may bring a formal proceeding.

13.2 Arbitration. Customer and Dropbox agree to resolve any claims relating to the Agreement or the Services through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in San Francisco (CA), or any other location both parties agree to in writing.

13.3 Exception to Arbitration. Either Party may bring a lawsuit in the federal or state courts of San Francisco County, California solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both Customer and Dropbox consent to venue and personal jurisdiction there.

13.4 NO CLASS ACTIONS. Customer may only resolve disputes with Dropbox on an individual basis and will not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

### 14. Miscellaneous.

14.1 Terms Modification. Dropbox may revise this Agreement from time to time and the most current version will always be posted on the Dropbox Business website. If a revision, in Dropbox's sole discretion, is material, Dropbox will notify Customer (by, for example, sending an email to the email address associated with the applicable account). Other revisions may be posted to Dropbox's blog or terms page, and Customer is responsible for checking these postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within thirty days of receiving notice of the change.

14.2 Entire Agreement. The Agreement supersedes any prior agreements or understandings between the Parties, and constitutes the entire agreement between the Parties related to this subject matter. All attachments to this Business Agreement, the Data Processing Agreement, Customer invoices, and Order Forms executed by the Parties, are hereby incorporated into the Agreement by this reference.

14.3 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order: the invoice, the Services Addenda, Order Form, the Business Agreement. The terms and conditions of the Agreement will be considered the confidential information of Dropbox, and Customer will not disclose the information to any third parties. Customer agrees that any terms and conditions on a Customer purchase order will not apply to the Agreement and are null and void. If End Users are required to click through terms of service in order to use the Services, those click through terms are subordinate to this Agreement and the Agreement will control if there is a conflict.

14.4 Governing Law. THE AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

14.5 Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

14.6 Notice. Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to Dropbox must be sent to Dropbox Legal at [contractnotices@dropbox.com](mailto:contractnotices@dropbox.com), with a copy to Dropbox, Inc., P.O. Box 77767, San Francisco, CA 94107, attn.: Legal Department.

14.7 Waiver. A waiver of any default is not a waiver of any subsequent default.

14.8 Assignment. Customer may not assign or transfer the Agreement or any rights or obligations under the Agreement without the written consent of Dropbox, except that Customer may assign the Agreement to the surviving entity in connection with a merger, acquisition, or sale of all or substantially all of its assets by providing written notice to Dropbox. Dropbox may not assign the Agreement without providing notice to Customer, except Dropbox may assign the Agreement or any rights or obligations under the Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

14.9 No Agency. Dropbox and Customer are not legal partners or agents, but are independent contractors.

14.10 Subcontracting. Dropbox will remain liable for all acts or omissions of its Subcontractors or Sub-processors, and for any subcontracted obligations.

14.11 Force Majeure. Except for payment obligations, neither Dropbox nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

14.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement. Without limiting this section, a Customer's End Users are not

third-party beneficiaries to Customer's rights under the Agreement.

## 15. Definitions.

"Acceptable Use Policy" means the Dropbox acceptable use policy set forth at the following link, or other link that Dropbox may provide:

[https://www.dropbox.com/terms#acceptable\\_use](https://www.dropbox.com/terms#acceptable_use).

"Account Data" means the account and contact information submitted to the Services by Customer or End Users.

"Administrator" means a Customer-designated technical End User who administers the Services to End Users on Customer's behalf, through multiple tiers.

"Admin Account" means an administrative account provided to Customer by Dropbox for the purpose of administering the Services.

"Admin Console" means the online tool provided by Dropbox to Customer for use in administering the Services.

"Affiliate" means any entity that controls, is controlled by or is under common control with a Party, where "control" means the ability to direct the management and policies of an entity.

"Agreement" means, collectively, this Business Agreement, each applicable Order Form, the Data Processing Agreement and, if applicable, the HIPAA Business Associate Agreement and any Services Addenda entered into by the Parties.

"Beta Services" means services or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

"Claim" means a claim by a third party, including a regulatory penalty.

"Customer Data" means Stored Data, Account Data, and messages, comments, structured data, images, and other content submitted to the Services by Customer or End Users.

"Customer Domains" means Customer's Internet domain names.

"Data Processing Agreement" means the agreement with Dropbox related to compliance with EU Data Protection Laws set forth at the following link:

<https://assets.dropbox.com/documents/en/legal/dfb-data-processing-agreement.pdf> or other link that Dropbox may provide.

"EEA" means European Economic Area.

"Effective Date" means the date this Business Agreement is last signed by a Party.

"End Users" means users of Customer's Services account. End Users may include Customer's and its Affiliate's employees and consultants.

"End User Account" means a Dropbox hosted account established by Customer through the Services for an End User.

"EU Data Protection Laws" means, to the extent in force and applicable from time to time, those laws implementing the EU General Data Protection Regulation (2016/679) and any implementing laws in each EU member state.

"EU-US Privacy Shield Program" means the EU-U.S. Privacy Shield Program framework and its principles as set forth by the US Department of Commerce and the European Commission regarding the collection, use, and retention of personal data from EU member states.

"Excluded Features" means services or features listed here <https://assets.dropbox.com/documents/en-us/legal/dfb-services-exceptions.pdf>, which list may be updated from time to time by Dropbox, provided that non-Beta features incorporated in the Services as of the Effective Date will not be transitioned to the Excluded Features list during the Term.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Fees" means the amounts invoiced to Customer by Dropbox for the Services.

"HIPAA Business Associate Agreement" means an agreement between Customer and Dropbox detailing each Party's obligations regarding "Protected Health Information" under the HIPAA Privacy Rule (45 C.F.R. Section 164.051).

"Initial Services Term" means the term for the applicable Services beginning on the Provisioning Date and continuing for the duration set forth on the Order Form.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

"Order Form" means the ordering document, or order page, for the Services.

"Personal Data, "Process," and "Processing"" have the meaning given to those terms in the EU Data Protection Laws.

"Provisioning Date" is the date upon which Dropbox makes the Services available to Customer.

"Renewal Term" means, unless otherwise agreed to in writing by the Parties, the twelve-month renewal term following either the Initial Services Term, or a previous Renewal Term. Renewal Terms are set forth on the Order Form.

"Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to deliver the Services; or (ii) unauthorized third-party access to the Services.

"Security Measures" means the technical and organizational security measures described at <https://assets.dropbox.com/documents/en/legal/security-measures.pdf> or other link that Dropbox may provide.

"Services" means the services ordered by Customer on the Order Form. If Customer orders Dropbox Business, the Services are described at <https://www.dropbox.com/business/plans-comparison>, or other link that Dropbox may provide. Any other Services will be referenced in the applicable Order Form.

"Services Addendum" means a document attached to an Order Form that lists particular Services and includes terms and conditions specific to those Services.

"Services Term" means the Initial Services Term and all Renewal Terms for the applicable Services.

"Service Limits" means rate, storage, End User or other limits on Customers use of the Services as described in the applicable Order Form.

"Software" means the client software provided as part of the Services, either directly by Dropbox or through third party distribution channels such as app stores.

"Stored Data" means the files uploaded to the Services using the Software by Customer or End Users.

"Subcontractor" means an entity to whom Dropbox subcontracts any of its obligations under the Agreement.

"Sub-processor" means an entity who agrees to Process Customer Data on Dropbox's behalf, or on behalf of another Dropbox sub-processor, in order to deliver the Services.

"Taxes" means any sales, use, value added, goods and services, consumption, excise, local stamp, or other tax, (including but not limited to ISS, CIDE, PIS, CONFINS), duty or other charge of any kind or nature excluding tax that is based on Dropbox's net income, associated with the Services or Software, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of all applicable Services Terms; or (ii) the Agreement is terminated as set forth herein.

"Third-Party Request" means a request from a third-party for records relating to an End User's use of the Services including information in or from an End User Account, or from Customer's Services account. Third-Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users, or an End User's authorized representative, permitting a disclosure.

"Withholding Taxes" mean any income taxes that are imposed on Dropbox or Customer's reseller in which Customer is required by law to withhold or deduct on the payment to Dropbox or Customer's reseller.

## Dropbox

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## Connect

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Plus  
Professional  
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Enterprise



**English (United States)**

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## Dropbox DMCA Policy

Dropbox ("**Dropbox**") respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at

<http://www.copyright.gov/legislation/dmca.pdf>, Dropbox will respond expeditiously to claims of copyright infringement committed using the Dropbox service and/or the Dropbox website (the "**Site**") if such claims are reported to Dropbox's Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Dropbox's Designated Copyright Agent. Upon receipt of Notice as described below, Dropbox will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

### DMCA Notice of Alleged Infringement ("**Notice**")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
  - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
  - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Dropbox's Designated Copyright Agent:

Copyright Agent  
Dropbox Inc.  
1800 Owens St  
San Francisco, CA 94158

[Submit DMCA notice](#)

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**English (United States)**

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## Dropbox Acceptable Use Policy

Dropbox is used by millions of people, and we're proud of the trust placed in us. In exchange, we trust you to use our services responsibly.

You agree not to misuse the Dropbox services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- probe, scan, or test the vulnerability of any system or network, unless done in compliance with our [Bug Bounty Program](#);
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- abuse referrals or promotions to get more storage space than deserved or to sell storage space received from referrals or promotions;
- circumvent storage space limits;
- sell the Services unless specifically authorized to do so;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment;
- harass or abuse Dropbox personnel or representatives or agents performing services on behalf of Dropbox;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading; or
- violate the privacy or infringe the rights of others.

## Dropbox

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